
State:	District of Columbia	Filing Company:	New York Life Insurance and Annuity Corporation
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	AD118 WSP Rider		
Project Name/Number:	AD118 WSP Rider/317-321R-DC		

Filing at a Glance

Company:	New York Life Insurance and Annuity Corporation
Product Name:	AD118 WSP Rider
State:	District of Columbia
TOI:	L06I Individual Life - Variable
Sub-TOI:	L06I.002 Single Life - Flexible Premium
Filing Type:	Form
Date Submitted:	01/10/2020
SERFF Tr Num:	NYLC-132114602
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	317-321R-DC
Implementation	On Approval
Date Requested:	
Author(s):	Wanda Santos-Colletti, Patricia May-Sebesta, Adriana Richardson, Marlyse Henderson, John Stratakis, Edward Maroney, Diane Barrios, Aaron Zukowski
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Implementation Date:	

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General Information

Project Name: AD118 WSP Rider Status of Filing in Domicile: Authorized
Project Number: 317-321R-DC Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 01/10/2020
State Status Changed:
Deemer Date: Created By: Diane Barrios
Submitted By: Adriana Richardson Corresponding Filing Tracking Number: NYLC-132152452

Filing Description:
Hon. Stephen Taylor
Insurance Commissioner
Department of Insurance and Securities Regulations
Insurance Products Division
810 First Street N.E., Suite 701
Washington, DC 20002

RE: New York Life Insurance and Annuity Corporation (NYLIAC)
Individual Life Insurance
NAIC #: 826 91596
FEIN #: 13-3044743

Waiver of Specified Premium Rider, Form No. 317-321R-DC
Waiver of Specified Premium Rider Specifications Page, Form No. 317-321RDP

Dear Commissioner:

Enclosed for your Department's approval is a new rider, the Waiver of Specified Premium (WSP) Rider, form 317-321R-DC. This rider will be used with our Variable Universal Life policy, form 317-30P-DC, approved by your department on 4/10/2018 under SERFF Tracking No. NYLC-131452194. The enclosed form will replace Waiver of Premium Rider, 312- 321R approved on 03/05/2012; SERFF Tracking No. NYLC-128136013.

Rider Information

This is an optional rider that is available at issue ages 0-59. The rider provides the potential to continue life insurance protection and accumulate cash value while the Insured is disabled. The rider benefit is payable if the Insured covered under the rider becomes Totally Disabled for at least six months while the rider is in force. If this occurs, we will credit a specified premium amount (referred to as the "WSP Amount" in the rider form) on each Monthly Deduction Day. Subject to the maximum amount that is shown on the rider's Specifications, we base the WSP Amount on the Face Amount of the Base Policy and any riders that are identified on the rider's Specifications Page as well as the Insured's issue age, gender at birth and risk classification. The WSP Amount will be recalculated when the Face Amount of the Base Policy changes due to a Face Amount Increase or Decrease, or a partial surrender; when the Face Amount of an applicable rider is changed or added or deleted from the Base Policy; and/or if the Insured's class of risk changes, except while the Insured is on Total Disability.

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Payment of the WSP Amount during a period of Total Disability does not guarantee that the Base Policy will remain in force (due to the performance of the Separate Accounts, extra payments may be required to prevent a Base Policy from lapsing) and will continue to be credited to the policy each month until:

- (a) The period of total disability ends;
- (b) The policy anniversary on which the Insured is age 65; or
- (c) the policy ends or is surrendered, whichever comes first.

Monthly WSP rider charges are waived during any period when the WSP Amount is being paid, however, other policy and rider charges will continue to be deducted.

Rider Charges

There is a monthly WSP Rider charge that is calculated by multiplying the WSP Amount by a rate that can change, but will never exceed the amount shown on the WSP Rider Specifications Page. That rate is based on the Insured's gender at birth and age when the rider is issued or at the time there are changes to the WSP Amount due to Face Amount Increases made to the Base Policy and/or an Applicable Rider and when an Applicable Rider is added to the Base Policy. (The monthly WSP Rider charge will also be increased if an Insured is subject to additional underwriting.) All of this information is displayed on this Rider's specification page.

Additional information regarding this rider is also included in the enclosed Actuarial Memorandum.

"Unisex" Endorsement

In the 401(a) and 401(k) markets, the enclosed rider may be attached to a Policy purchased by an employer or by a trust established by an employer for the purpose of providing a retirement benefit to its employees. When one of these Policies is issued in either the 401(a) or 401(k) market, an Endorsement, form 9109E-17 will be included with the Policy in accordance with the Norris decision and/or Title VII of the Civil Rights Act of 1964. This Endorsement was approved on 3/9/2018 under SERFF Tracking No. and DOI No. NYLC-131259472.

Application

The application 217-500. will be used to apply for this rider and the underlying Base Policy form was approved by your department on 10/2/2017, under SERFF tracking No and DOI No. NYLC-131202196.

Additional Enclosures

- The Statements of Variability for the Rider and corresponding Specifications Page are included for your review.
- Certification of Readability

Additional information regarding this rider is also included in the Actuarial Memorandum submitted under a separate cover as required by your Department under SERFF Tracking No. NYLC-132152452.

These forms will be pre-printed or laser-emitted with identical language as approved. The Company reserves the right to change the book-turn duplex, printing, pagination, location of print lines and words, signature graphic, and the type of font (point size to less than 10) of these forms without resubmitting for approval, unless otherwise informed.

We hope this information is satisfactory and we would appreciate receiving your approval of these forms at your earliest convenience. If you need additional information, please feel free to call me at 212-576-6078.

Sincerely,

State: District of Columbia**Filing Company:** New York Life Insurance and Annuity Corporation**TOI/Sub-TOI:** L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium**Product Name:** AD118 WSP Rider**Project Name/Number:** AD118 WSP Rider/317-321R-DC

Patricia May-Sebesta
Corporate Vice President
Retail Life

Company and Contact

Filing Contact Information

Patricia May-Sebesta,
51 Madison Avenue
Room 1213
New York, NY 10010

patricia_may-sebesta@newyorklife.com
212-576-6078 [Phone]

Filing Company Information

New York Life Insurance and
Annuity Corporation
51 Madison Ave
New York, NY 10010
(212) 576-4809 ext. [Phone]

CoCode: 91596
Group Code: 826
Group Name: NYLIC
FEIN Number: 13-3044743

State of Domicile: Delaware
Company Type: Life
State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	Filing Company:	New York Life Insurance and Annuity Corporation
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Form Schedule

Lead Form Number: 317-321R-DC									
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Waiver of Specified Premium Rider	317-321R-DC	POLA	Revised	Previous Filing Number:	NYLC-128136013		WSP Rider 317-321R-DC.pdf
						Replaced Form Number:	312- 321R		
2		Waiver of Specified Premium Specification Page	317-321RDP	DDP	Initial				General 317-321RDP.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NAP	Network Access Plan
NOC	Notice of Coverage	OTH	Other
OUT	Outline of Coverage	PJK	Policy Jacket
POL	Policy/Contract/Fraternal Certificate	POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
PRC	Provider Contract/Provider Addendum/Provider Leading Agreement	PRD	Provider Directory

New York Life Insurance and Annuity Corporation

¹[51 Madison Avenue, New York, New York 10010]

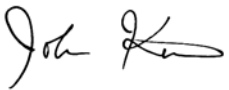
(A Stock Company Incorporated in Delaware)

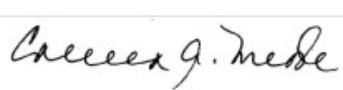
²[800-598-2019] ³[www.newyorklife.com]

WAIVER OF SPECIFIED PREMIUM (WSP) RIDER

This rider is made part of the Policy to which it is attached and becomes part of the entire contract under the Base Policy. It is subject to all terms, conditions, and limitations of the Base Policy. Unless stated otherwise, the terms in this rider have the same meaning as the terms in the Base Policy to which this rider is attached. Capitalized terms used but not defined in this Rider have the meaning set forth in the Base Policy.

This rider is executed and signed for New York Life Insurance and Annuity Corporation by:

⁴[]
⁴[President]

⁴[]
⁴[Secretary]

Glossary of Terms

Adjusted WSP Amount	The WSP Amount will be reduced by any Premium Expense Charge required under the Base Policy prior to payment.
Policy Anniversary	The anniversary of the Base Policy's Policy Date. A Policy Anniversary starts a new Policy Year.
Base Policy	The policy to which this rider is attached.
Maximum WSP Amount	This is the maximum allowable WSP Amount as shown on this rider's Specifications Page.
Service Office	The office that services your policy. The mailing address and phone number of our Service Office(s) is listed on your quarterly policy summary, prospectus, or any other correspondence we may send you.
WSP Amount	This is the specified premium amount that will be paid into the Base Policy on each Monthly Deduction Day if the Insured suffers from a Total Disability lasting at least six (6) consecutive months while this rider is in force. This is shown on this rider's Specifications Page.
WSP Factor	This is a component used to calculate the monthly cost for this rider. The Insured's particular medical condition, avocation and/or occupation may affect the WSP Factor. It is shown on this rider's Specifications Page.
WSP Rate	This is a component used to calculate the monthly cost for this rider. It can change but will never be more than the maximum guaranteed rate, as shown on this rider's Specifications Page.
WSP Rider Charge	This is the monthly charge for this rider.

Benefit

In the event the Insured becomes Totally Disabled while this rider is in effect, we will make payments of the WSP Amount, up to the Maximum WSP Amount, on each Monthly Deduction Day as a payment to the Base Policy and will waive the deduction of any WSP Rider Charges, as described below. We will deduct a Premium Expense Charge required under the Base Policy from any WSP Amount paid to you (the "Adjusted WSP Amount"). The Adjusted WSP Amount will be applied to the Base Policy's Investment Options, in accordance with your premium allocation election in effect at that time.

We will continue these benefits until the earliest of the following:

- a) we have determined that the Insured's Total Disability has ended; or
- b) the Base Policy Anniversary on which the Insured is Attained Age 65; or
- c) the rider is cancelled; or
- d) the Base Policy ends or is surrendered.

Rider benefits will not begin until we:

- (a) receive due proof in Good Order, as described below, that the Insured has had a Total Disability for a period of six (6) consecutive months (the "Waiting Period"), and
- (b) have approved your claim of the Insured's Total Disability.

The first benefit payment will include a one-time lump sum that covers any Adjusted WSP Amount that would have been paid from the beginning of the Insured's Total Disability, as well as a credit for any WSP Rider Charges that were deducted during this period. The subsequent benefit payments will consist of payment of the Adjusted WSP Amount into the Base Policy on each Monthly Deduction Day. Monthly rider charges are waived during any period when the WSP Amount is being paid. All benefit payments under this rider will be applied according to your premium allocation instructions.

If your Base Policy lapses during the Waiting Period, we will reinstate it without evidence of insurability provided that a Total Disability began on or before the start of the Late Period under the Base Policy. If a Total Disability began after the start of the Late Period under the Base Policy, any unpaid Monthly Deduction Charges due prior to the start of Total Disability must be paid before we will approve a claim of Total Disability.

The WSP rider may not prevent your Base Policy from lapsing. Although we will apply the WSP Amount, up to the Maximum WSP Amount, as payments to the Base Policy, we will also continue to deduct applicable Monthly Deduction Charges. You may be required to pay additional premiums to maintain your Base Policy in force.

Total Disability

Total Disability means the following:

- a) During the first 24 months of disability, the Insured cannot do any of the substantial and material duties of his or her job as a result of disease or accidental bodily injury. After the first 24 months of disability, the Insured cannot do any of the substantial and material duties of his or her job, or any other job for which he or she is or becomes suited based on education, training, or experience, as a result of disease or accidental bodily injury. If the Insured can do some but not all of the substantial and material duties, the disability is not total and the rider benefit will not be paid.
- b) The Insured is a minor and is required by law to attend school, but he or she is unable to attend school as a result of disease or accidental bodily injury.
- c) The Insured's total loss of the sight of both eyes or the use of both hands, both feet, or one hand and one foot, which starts while this rider is in effect.

Proof of Total Disability Notice and due proof of this condition must be given to us in Good Order, in a written form we approve and within a reasonable period of time while the Insured is living and Totally Disabled. As part of this due proof requirement, we may require that the Insured be examined by a physician or healthcare provider we designate, at our expense. Verification may also include a review of the medical facts and other records that can substantiate the proof of the Insured's condition. We will only use this method of verification to determine eligibility at the start of a claim or upon review of the Insured's continued Total Disability.

After we have paid benefits under this rider for 24 consecutive months, we will not require this proof more than once each year.

The fact that the insured may be receiving, or is eligible to receive, disability benefits under any governmental or private disability policy or program does not constitute due proof of Total Disability under this rider.

If due proof of the Insured's Total Disability is received after 24 months following the onset of the Total Disability, we will only pay this rider's benefit for a period of 24 months prior to the date we receive such due proof.

WSP Amount

The WSP Amount is shown on this rider's Specifications Page. On the issue date of the WSP Rider, the WSP Amount is based on: (a) the Face Amount of the Base Policy and (b) the Insured's Issue Age, gender, and risk classification. The WSP Amount will be recalculated (increased or decreased) when one or more of the following changes occur(s): (a) the Face Amount of the Base Policy changes due to, without limitation, a Face Amount Increase or Decrease and/or a partial surrender; and/or (b) the Insured's class of risk on the Base Policy changes. The WSP Amount and any recalculations to such amount may not exceed the Maximum WSP Amount listed on this rider's Specifications Page. Any increase or decrease to the WSP Amount will take effect beginning on the Monthly Deduction Day on or after the date of the recalculation and we will provide you with new Specifications Pages to reflect that recalculation.

The Attained Age of the Insured will be applied with respect to each Face Amount Increase under the Base Policy to determine the appropriate WSP Amount, WSP Rate and WSP Rider Charge, as shown in the *Rider Charge* section.

Once the Benefit Period begins, the WSP Amount will not increase or decrease due to any of the changes indicated above. Once the period of Total Disability ends, the WSP Amount will be recalculated to reflect any such changes that may have occurred during the benefit period.

Exclusions

We will not pay any benefits under this rider in connection with any of the following Total Disabilities:

- a) Those that start at a time when this rider is not in effect.
- b) Those that start prior to the fifth birthday of the Insured.
- c) Those that are caused or contributed to by any attempt at suicide, or intentionally self inflicted injury, while sane or insane.
- d) Those that are caused, by any kind of war, declared or not, or by any act incident to a war or to an armed conflict involving the armed forces of one or more countries while the Insured is a member of those armed forces.
- e) Those that are caused or contributed to by active participation in a riot, insurrection or terrorist activity.
- f) Those that are caused or contributed to by committing or attempting to commit a felony.
- g) Those that are caused or materially contributed to by voluntary intake or use by any means of poison, gas or fumes, unless a direct result of an occupational accident.

- h) Those that are caused or contributed to by:
 - i. The voluntary use of illegal drugs;
 - ii. The intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions: and
 - iii. Intentional misuse of prescription drugs.
- i) Those that are caused or contributed to by intoxication as defined by the jurisdiction where the Total Disability occurred.
- j) Those that are caused or materially contributed to by participation in an illegal occupation or activity.
- k) Those that start on or after the Policy Anniversary on which the Insured is age 65.

Rider Charge

The monthly charge for this rider is equal to (a) x (b) x (c), where:

- a) equals the WSP Rate;
- b) equals the WSP Factor; and
- c) equals the WSP Amount.

The WSP Rate is based on:

- a) the Insured's gender; and
- b) the Insured's age at the time of either:
 - i. WSP Rider issue; or
 - ii. each subsequent Face Amount increase to the Base Policy; and
- c) our future expectations for investment earnings, mortality, morbidity, persistency, taxes and expenses.

A separate WSP Rate, WSP Factor and WSP Amount applies to:

- a) the Face Amount of the Base Policy when the WSP Rider is issued; and
- b) each subsequent Face Amount Increase under the Base Policy.

The cumulative amount of these WSP Rider Charge(s) is deducted from the Cash Value of the Base Policy on each Monthly Deduction Day when the WSP Rider is in effect, except during a period of Total Disability.

The actual WSP Rate will be set by us in advance at least once a year, in accordance with the procedures and standards on file with the insurance department in the state or district in which the WSP Rider or Base Policy is/are delivered. Any change to these rates will be made on a uniform basis for Insureds of the same classification, such as attained age and gender. These changes will be based on future expectations for investment earnings, mortality, morbidity, persistency, taxes and expenses.

General Provisions

Values This rider does not have cash or loan value.

Contestable Period of this Rider We will not contest this rider after it has been in effect during the lifetime of the Insured for 24 months from its Issue Date, except for Total Disability of the Insured within 24 months of the rider's issue date.

We also have no right to contest any increase to the WSP Amount (resulting from any increase to the Face Amount of the Base Policy) during the lifetime of the Insured for 24 months after the effective date of such increase, unless the Insured has a Total Disability within 24 months of the date of such increase.

If the WSP Rider ends, and is reinstated, we will not contest the WSP Rider as to statements made in the application for reinstatement, after it has been in effect during the lifetime of the Insured for 24 months from the date of reinstatement.

Dates and Amounts This rider and the Base Policy have the same Issue Date, unless this rider is added to a policy that is already in effect.

If this rider is added to a policy that is already in effect, we will send you the relevant information for this rider.

Conformity With Law This rider is subject to all laws that apply. We reserve the right to correct: (a) any errors in this rider and (b) any misstatements of rider values that we may send you while this rider is in effect. We also reserve the right to adjust rider values and to make changes to this rider to ensure that, at all times, it qualifies as life insurance for federal income tax purposes.

When This Rider Will End You may cancel this rider at any time by sending a written request in Good Order to our Service Office for variable products, or by any other method we make available to you. This rider will end on the Monthly Deduction Day on or next following the date we receive your request. If you request cancellation of this rider, it may not be added again at a later date.

This rider will also end on the earliest of the following dates:

- a) the date the Base Policy ends due to termination of the Base Policy or death of the Insured; or
- b) the date we receive your request to fully surrender the Base Policy; or
- c) the Anniversary on which the Insured is age 65, or;
- d) the next Monthly Deduction Day, on or after the date we receive your signed notice to cancel this rider.

New York Life Insurance and Annuity Corporation

WAIVER OF SPECIFIED PREMIUM RIDER (WSP)

Owner: **1**[Owner]
Insured: **3**[Insured]

Policy Number: **2**[00 000 000]

WSP Amount*: \$**4**[269.07]; (\$ **4**[3,228.84] on an Annual Basis)

Maximum WSP Amount: \$**5**[12,500] per Month OR \$**5**[150,000] on an Annual Basis

WSP Rate: \$ **6**[47.40] per thousand of WSP Amount

WSP Factor: **7**[1]

Maximum WSP Factor: 3

* The WSP Amount shown on a monthly basis will be applied on each Monthly Deduction Day.

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Product Name:	AD118 WSP Rider		
Project Name/Number:	AD118 WSP Rider/317-321R-DC		

Supporting Document Schedules

Satisfied - Item:	Statement of Variability
Comments:	
Attachment(s):	WSP SOV - 317-321R-DC.pdf WSP SOV - 317-321RDP.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Readability Certification
Comments:	
Attachment(s):	Readability Certification_WSP.pdf
Item Status:	
Status Date:	

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability for
Waiver of Specified Premium (WSP) Rider
Form Number: 317-321R-DC**

December 03, 2019

The following comments describe the nature and scope of the variable material denoted with brackets in this rider. When applicable, ranges and/or alternate text are provided. The actual rider that an owner receives will reflect only the information based on that owner's elections at the time the rider is purchased. Any use of variability will apply to new issues, shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner, and shall not result in unfair discrimination.

Annotation Number	Bracketed Information	Explanation of Variability
1	HOME OFFICE ADDRESS	This section will display the Corporation's current address. If the home office address changes, we will submit an informational filing with the Department.
2	TOLL FREE TELEPHONE NUMBER	This section will display the Corporation's current toll-free telephone number. If the toll-free number changes, the new number will appear on the form.
3	WEB ADDRESS	This section will display the Current website address. If the web address changes, the new web address will appear on the form.
4	NYLIAC OFFICER TITLE AND SIGNATURE	This section will display the name, title and signature of the officers signing the form. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the Corporation. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability for
Waiver of Specified Premium (WSP) Rider Specifications Page
Form Number: 317-321RDP**

December 03, 2019

The following comments describe the nature and scope of the variable material denoted with brackets in this rider. When applicable, ranges and/or alternate text are provided. The actual rider and rider specifications pages that an owner receives will reflect only the information based on that owner's elections at the time the rider is purchased. Any use of variability will apply to new issues, shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner, and shall not result in unfair discrimination.

Annotation Number	Bracketed Information	Explanation of Variability
1	OWNER	This field will reflect the owner(s) name(s) as shown on the application.
2	POLICY NUMBER	This field will reflect the Policy number as assigned by an automated system.
3	INSURED	This field will reflect the name of the insured as shown on the application.
4	WSP AMOUNT	This field reflects the specified premium amount that will be paid into the Base Policy on each Monthly Deduction Day if the Insured suffers from a Total Disability lasting at least six (6) consecutive months while this rider is in force. The range for this amount is between and including \$1 - \$25,000.
5	MAXIMUM WSP AMOUNT	This field reflects the maximum allowable WSP Amount. The range for this field is between and including \$6,250 - \$25,000.
6	WSP RATE	This field reflects the maximum WSP rate. The range for this field is between and including 1% – 15%.
7	WSP FACTOR	The WSP Factor is determined during the underwriting process. Ratings available include either 1, 2 or 3.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

READABILITY CERTIFICATION

I certify that the rider forms listed below are to be used with Policy form number 317-30P-DC which is subject to federal jurisdiction and as such the Flesch Readability requirements would not apply.

Form Number

317-321R-DC

317-321RDP

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

Patricia May-Sebesta

Signature

Patricia May-Sebesta

Name

Corporate Vice President

Title

December 03, 2019

Date